payment would be made at the derived rate for the item plus or minus the ...
original tendered rates over the current Schedule of Rates prevalent at the ...
35.4 If the rates for additional, substituted or altered item of work cannot be ...
or 35.2 or 35.3 above, the Contractor shall be requested to submit his ...
supported by analysis of the rate or rates claimed, within 7 days.
35.5 If the Contractor's quotation is determined unreasonable, the Employer may ...
make a change to the Contract Price which shall be based on Employer's own ...
the Variation on the Contractor's costs.
35.6 If the Employer decides that the urgency of varying the work would prevent a ...
and considered without delay, no quotation shall be given and the ...
treated as a Compensation Event.
35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-...
for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work ...
the cumulative amount paid previously.
36.2 The Employer shall check the Contractor's bill and determine the value of the work ...
shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) ...
Variations and Compensation Events.
36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of ...
previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms ...
contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor ...
the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for ...
shortfall in progress. For progress beyond the agreed programme payment is subject to availability of ...
the grants.
37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable,

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the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

(As per the G.O. No. FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

In the circumstances explained in the preamble, in modification of the Government Order dated: 26-11-2004, it is directed that the following price adjustment methods are applicable hereafter.

a) Deleted

b) If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

40.1 Deleted

40.2 Deleted.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

Deleted.

42.3

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43. **Securities:**

43.1 The Security deposit (including additional security for unbalanced tenders) shall be lodged with the Employer no later than the date specified in the Letter of Acceptance and shall be in the amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion

44. **Cost of Repairs:**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the date of commencement and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. **Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. **Taking over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. **Final account**

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. **As built drawings and /or Operating and Maintenance Manuals**

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. **Termination**

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

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(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

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The Contractor shall, unless otherwise provided in the Contract, make his own ar... engagement of all staff and labour, local or other, and for their payment, h... transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in... form and at such intervals as the Employer may prescribe, showing the staff and the ... several classes of labour from time to time employed by the Contractor on the Site a... information as the Employer may require.

2. **Compliance with labour regulations :**

During continuance of the contract, the Contractor shall abide at all times by all existi... enactments and rules made there under, regulations, notifications and bye laws of the ... Central Government or local authority and any other labour law (including rules), regulat... laws that may be passed or notification that may be issued under any labour law in future e... the State or the Central Government or the local authority. The Contractor shall keep the Em... indemnified in case any action is taken against the Employer by the competent authority on a... of contravention of any of the provisions of any Act or rules made there under, regulation... notifications including amendments. If the Employer is caused to pay or reimburse, such amounts ... may be necessary to cause or observe, or for non-observance of the provisions stipulated in ... notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of t... Contractor, Employer shall have the right to deduct any money due to the Contractor including h... amount of security deposit. The Employer shall also have right to recover from the Contractor any ... sum required or estimated to be required for making good the loss or damage suffered by the ... Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure A).

b. Arbitration Proceedings shall be held at Bangalore, Karnataka, India

c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.

d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

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5. The Tender Documents uploaded in the e – Procurement Website by the Employer, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

9. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

10. **Drawings to be kept at Site**
The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

11. **Inspection of Works**
In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

12. **Foreign Exchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

13. ***Night Work***
For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the

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Labour Regulations and the Agreement entered into and for Extra Amounts ...
Reason. None of the Permanent Works shall be carried out during Night or ...
Holidays without the permission in writing of the Employer except when Work ...
absolutely necessary for the Safety of Life, Property or Work in which case the ...
immediately advise the Employer accordingly, provided that the Provisions of this ...
not be Applicable in the case of any Work which is customary to carry out by Rotation ...
Shift.

14. **Existing Services**
Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar ... encountered in the Course of the Execution of the Work shall be protected / maintained ... Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any ... the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shift ... such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

The Respective Departments in coordination with the Employer shall carry out Shifting of ... Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion ... the Employer. The Contractor will, however, be required to provide all help to ensure that the Work ... is carried out smoothly.

15. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such Notice, the Employer shall be entitled to appraise the Quantity and the Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.

16. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

17. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

18. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

19. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
   a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.

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b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

22. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

23. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

24. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

25. The Contractor will take all Necessary Measures for the Safety of Traffic and Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects at this Portion of the Road. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his

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Sub Contractors and in particular, shall select Routes and Vehicles to avoid Damages

26. **Safety of Workers**
In respect of all Labour directly or indirectly employed in the Work for the Part Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange Provisions as per Indian Standard Safety Codes shown below and shall at his own all Facilities in connection there with. In case, the Contractor fails to make Arra provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day of Delay from the Date of Notice issued to the Contractor ion this regard and in Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid the Cost incurred on that behalf from the Contractor, and no Claims whatsoever entertained.

i. IS: 3696 (Part I) – 1966 Safety Code for Scaffolds and Ladders
ii. IS: 3696 (Part II) – 1966 Safety Code for Scaffolds and Ladders, Part II Ladders
iii. IS: 3764 – 1966 Safety Code for Excavation Work
iv. IS 4081 – 1967 Safety Code for Blasting and Drilling Operations
v. IS: 4138 – 1977 Safety Code for Working in Compressed Air
vi. IS: 5121 Safety Code for Piling and other Deep Foundations
vii. IS: 5916 – 1970 Safety Code for Construction involving Use of Hot Bituminous Materials
viii. IS: 7293 – 1974 Safety Code for Working with Construction Machinery
ix. IS: 7969 –1975 Safety Code for Storage and Handling of Building Materials
x. Any other Code and / or as per directions of the Employer.

27. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

28. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

29. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

30. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

31. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

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32. **No Waiving of Legal Rights and Powers**
The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

33. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, Graduate Engineers who shall be engaged in this Work. The Biodata of such Engineers / Managers are to be enclosed with the Tender Documents.

34. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated as to whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.

35. The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.

36. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.

i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

37. **Avoidance of Damage to Roads**

The Contractor shall use every Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

38. **Transport of Contractor's Equipment or Temporary Works**

a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the

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Movement of Contractor's Equipment or Temporary Works and the Contractor shall keep indemnified the Employer against all Claims for Damage to any such ... caused by such movement, including such Claims arising solely out of such Damage. ... and shall negotiate and pay such Claims as may be made directly against ...

b. If it is found necessary for the Contractor to move one or more Loads of Heavy ... Plant and Equipment, Materials or Parts of Units of Work over Roads, Highways ... which such Oversized and Overweight Items are not normally allowed to be ... Contractor shall obtain Prior Permission from the Concerned Authorities. ... complying with the Requirements, if any, for Protection of or Strengthening of ... Highways or Bridges shall be made by the Contractor and such expenses shall be deemed ... included in his Contract Price.

39. **Personal Protective Equipment**

The Contractor shall at all times keep and maintain an adequate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and ... include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.
- Eye Protection.
- Protective Gloves.
- Safety Footwear.
- High Visibility Clothing conforming to BS EN 471 Class 3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorised Visitors to the Sites.

The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen at Site shall be provided with Safety Helmets and Yellow / Orange Jackets. Workmen required on Site during night hours shall be provided with Fluorescent Yellow Jackets with Reflective Lopes. Workers employed on mixing Asphaltic Materials, Cement, Lime Mortars, Concrete, etc. shall be provided with Protective Footwear, Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and seated at sufficiently safe intervals.

40. **First Aid**

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilised Dressings, Bandages, Sterilised Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for this Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

41. **Fire Precautions**

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

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- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowed to gather.
- Combustible Scrap and other Construction Debris shall be disposed off site on day – to – day basis. If Scrap is to be burnt on site, the burning site shall be specified and located at a distance no less than 50m from any Construction Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

42. **Fire Fighting Equipment**

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucket of Sand.

Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed near each telephone on Site. Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

43. **Storage of Flammable Liquid**

All Flammable Liquids shall be kept in a Secure Fire Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking. Only such amounts of Flammable Liquids shall be issued as are required for immediate use.

Cans for carrying Flammable Liquids shall be leak proof and properly stoppered and clearly marked "Flammable Liquid".

Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowed to accumulate.

All Diesel Fuel Storage Tanks shall be bunded around in order to control any Spillage or Leakage that may occur.

"No Smoking" Signs shall be prominently displayed at all areas where Flammable Materials are stored.

44. **Defect Liability Period**

The Defect Liability Period for which the Various Items of Works executed to be maintained shall be as follows.

a. If the Asphalted layer is less than or equal to 40 mm thick, the Defect Liability Period is for 1 year and maintenance period is for 2 years
b. If the Asphalted layer is more than 40 mm thick, then the Defect Liability Period is for 3 year and Nil maintenance period.
c. All the Civil Works executed other than the Asphalted Surface shall be maintained for a Defect Liability Period of 12 months.

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Further, the Defect Liability Period will run concurrently from the Date of the Pha... of the Project and on issuance of Completion Certificate by the Competent Authority

45. **Release of Performance Security**
50% of Performance Security shall be released only after satisfactory completion of Ph... Period and the balance 50% shall be released only after satisfactory completion of ... period

46. **Site Office**
The Contractor shall provide and maintain Furnished Site Office at the Project Location ... Supervisory Staff of the Employer and his approved Representative.

It shall have minimum 40 Sqm of Floor Area and shall include all Items like Electric Sup... Electrical Items, Telephones, Lights, Fans and Complete Wiring, Drinking Water Supply ... Hygienic Toilet Facilities completed along with Furniture as per the Specification given in Secti... **100 of MoRT&H, Specifications for Road and Bridge Works (Fourth Revision).**

47. **Field Laboratory**
The Contractor shall provide and maintain adequately equipped Field Laboratory as required for Site Control on the Quality of Material and the Works. It shall have a minimum of 40 Sqm Area. The Field Laboratory shall be located as directed by the Employer or his approved Representative. It shall be provided with Amenities like Water Supply, Electric Supply, etc. The Laboratory will have all Services, Furniture, Equipments, etc. as per the Specification given in **Section 100 of MoRT&H, Specifications for Road and Bridge Works (Fourth Revision).**

48. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

49. **Progress of Work**
The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action that may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

50. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

The Employer shall have the right to verify all the Men and Machinery Details / Documents submitted by the Tenderer at any point of time during Technical Evaluation of the Tender Document.

CONTRACTOR

EXECUTIVE ENGINEER (RRN Div)

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Annexure:A

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[6]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

[6] *Add any other Organization considered suitable.*

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SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.	Clause Reference
The following documents are also part of the Contract:	[48]
• The Schedule of Operating and Maintenance Manuals	[25]
• The Methodology and Program of Construction	[14]
• Site Investigation Reports	[25]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	

The Employer is : [1.1]

Name: The commissioner
BBMP ,NR Square Bangaluru

Name of authorized Representative: Office of the Executive Engineer
R.R.Nagara Division,
Mattikere near Chowdeshwari Bus stand
Bruhat Bangaluru Mahanagara Palike
Bangaluru. 560054

The name and identification number of the Contract is

Comprhensive Development of Roads & Drains in Muthyalanagara, LC-4A, Mohankumar Nagar, Sundara Nagar and Surrounding areas in W No.17 under PACKAGE- 2019-20 RRN-DIV-(09).

The Works consist of **Comprhensive Development of Roads & Drains in Muthyalanagara, LC-4A, Mohankumar Nagar, Sundara Nagar and Surrounding areas in W No.17 under PACKAGE- 2019-20 RRN-DIV-(09).**

1.1 The Start Date shall be the **Date of Issue of Notice to Proceed with the Work.**

1.1 The Project Site Location is given in Topographical Map.

The intended completion date for the whole of the works is 06 months with the following milestone

Mile stone Dates:

Physical works to be completed: period from the date of issue of Notice to proceed with the work

Milestone 1 i.e 30% of Physical progress and Rs: 390.00 Lakhs Financial progress within 04 months from the date of work order

Milestone 2 i.e. 60% of Physical progress and Rs 780.00 Lakhs Financial progress within 08 months from the date of work order.

Milestone 3 i.e 100% of Physical progress and Rs . 1300.00 Lakhs financial progress within 12 months from the date of work order.

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